IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 1074 OF 2005
IN
SUIT NO. 914 OF 2005

State Bank of India ... PLAINTIFF

V/s.

Kanan Tangave & Anr. ... DEFENDANTS

Ms. Ketki Minhas i/b. H&M Legal Associates for the plaintiff.
None for the defendant.

CORAM : ANOOP V. MOHTA, J.
DATED : 24th March, 2006

P.C.

. Heard.

2. Defendants though served are absent. Affidavit of service dated 23rd March, 2006 filed by the plaintiff is taken on record.

3. Defendant No. 1 has taken house loan from the plaintiff. Defendant No. 2 was the guarantor. Present suit is for the recovery of the amount of Rs. 6,60,582/- as per the claim. There is no defence raised till this date. This is a fit case to grant prayer clause (a) & (b) except bracketed portion with

liberty.

Clause (a)

that pending the hearing and final disposal of this suit, the Court Receiver, High Court, Bombay or some other fit and proper person be appointed as Receiver of the immovable property described in Exhibit "A" annexed to the Plaint, with all powers under Order XL Rule 1 of the Code of Civil Procedure, 1908 (including power to sell and/or realise the mortgaged security and to pay the net sale proceeds/recoveries thereof to the Plaintiffs towards their claim in the suit.)

Clause (b)

that pending the hearing and final disposal of this suit, the Defendants, by themselves, or any other person or persons claiming through on under them be restrained by an order and injunction of this Hon'ble Court from in any manner dealing with selling or disposing off alienating, encumbering, parting with possession or creating any third party rights of whatsoever nature over the said immovable properties described in Exhibit "A" annexed to the Plaint.

4. The Notice of Motion is disposed of accordingly.

[ANOOP V. MOHTA, J.]